

## TERMS AND CONDITIONS

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Access and use of this website are subject to the following Terms of Use as well as all the applicable laws and regulations. By accessing and using this website, you accept these Terms without limitations or qualifications and you acknowledge that any other agreements between you and TACO BELL will be superseded by these Terms of Use. Regarding the processing of your personal data in the context of your interaction with this website, please refer to the Confidentiality Policy and the Data Protection Policy which apply to the data processed through this website, both of which are available on this website: [www.taco-bell.ro](http://www.taco-bell.ro).

If you do not agree or accept the Terms of Use of this website without limitations or qualifications, please leave this website. Visiting the [www.taco-bell.ro](http://www.taco-bell.ro) website involves acceptance of the Terms of Use to be further detailed. For a smooth use of our website we recommend you read these Terms and Conditions carefully.

The [www.taco-bell.ro](http://www.taco-bell.ro) website is administered by CALIFORNIA FRESH FLAVORS SRL, a company registered with the Trade Registry under no. J40/9570/2017, having Sole Registration Number (CUI) 37783734, with its headquarters at 239 Calea Dorobanti, room 11, 2nd floor, Sector 1, Bucharest.

The intended purpose for using this website is to obtain information and to have access to the services provided through it. Any use for purposes other than the abovementioned is not allowed. To gain access to the site and the services and information provided on it you should gain access to World Wide Web, directly or with the help of other internet services access devices, paying any fee associated to this process. You should also hold all the equipment necessary for connecting to the World Wide Web, including a computer and a modem or another access-granting equipment. CALIFORNIA FRESH FLAVORS SRL will not be liable for the security of this site, nor the communication line you are using for it. "Visitor" of the website means any person who will access the website. "User" of the website means any "visitor" who register themselves as "user" by filling in a registration form.

We reserve the right to amend these Terms and Conditions and to operate any changes to the [www.taco-bell.ro](http://www.taco-bell.ro) website without prior notice. By accessing the Terms and Conditions page, you can always read the latest version of these provisions.

The following are not allowed:

1. to copy, multiply, share, archive or retain by any means available, including electronical, magnetic or computerized, the materials and information existing on this website;

2. to attempt to tamper, by any means available, with the contents of this site, to erase or alter by any means available the materials and the information posted thereon or to attempt to do so;

3. to attempt to scan, probe or test the vulnerability of any system of the CALIFORNIA FRESH FLAVORS SRL network or to access any servers or services of the CALIFORNIA FRESH FLAVORS SRL network which are not in the public domain without an express written authorization from CALIFORNIA FRESH FLAVORS SRL;

4. to attempt to tamper with the operation of the hosting servers or the network of CALIFORNIA FRESH FLAVORS SRL by any means available, including by attacking them through “flooding” or “DOS”;

5. to use any of the e-mail addresses posted on the website to include them on mailing lists for the delivery of commercial e-mails (“spamming”) or for any other purpose with the exception of the delivery of reasonable personal e-mails, without the written agreement of the holders of these addresses

#### Availability of Service

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#### Copyright

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Reproduction, copying, multiplication, sale, resale or exploitation of some of these services, access, use of the services or information provided by American CALIFORNIA FRESH FLAVORS SRL on this website in a manner that breaches the Romanian or international laws on copyright and intellectual property in force shall result in civil or criminal liability for such actions. CALIFORNIA FRESH FLAVORS SRL reserves the right to prevent by any means available and to seek sanctions according to the laws in force for the people involved in the destruction or alteration of this website, of its contents, its security or in the attempt to hack or discredit CALIFORNIA FRESH FLAVORS SRL or its partners or their products, services and employees. Any dispute that may arise in connection with this website will be solved by the competent general jurisdiction in Romania.

To claim any intellectual property rights, you may use this e-mail address: [contact@taco-bell.ro](mailto:contact@taco-bell.ro) .

#### Confidentiality Policy

The issues below will be supplemented and will be interpreted in conjunction with the provisions of the Data Protection Policy applicable to the data processed through the website, available on the website, and with those of the Confidentiality Policy available on the website: [www.taco-bell.ro](http://www.taco-bell.ro) .

The personal data may be disclosed without your consent in case of litigations / disputes regarding frauds in the payment to the following recipients: the banks involved in online payments, International Card Bodies and Providers of services / products and, under the Law, to the authorized institutions.

According to the requirements of Law no. 677/2001 on the protection of individuals with regard to the processing of personal data and the free movement of such data, as amended and supplemented and Law no. 506/2004 on the processing of personal data and the protection of privacy in the electronic communications as well as the provisions of Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("GDPR"), CALIFORNIA FRESH FLAVORS SRL has the obligation to handle safely, and only for the specified purposes, the personal data you are providing concerning yourself, a member of your family or another person.

Collection is made for purposes of marketing, advertising and publicity, statistical and electronic communications services. Refusal to provide these data will prevent you to participate in contests or to access services on the company website. CALIFORNIA FRESH FLAVORS SRL, through the [www.taco-bell.ro](http://www.taco-bell.ro) website, processes the e-mail address of the users. The e-mail addresses will be stored in our automated data base. According to Law no. 677/2001 you have a right to access, to intervene upon the data, the right to not be subject to an individual decision and the right to bring matters before the court. You also have the right to object to the processing of your personal data concerning you and to request erasure of these data. To exercise these rights, you may send an e-mail to [contact@taco-bell.ro](mailto:contact@taco-bell.ro) or a written request, dated and signed, to our contact address in Bucharest, 239 Calea Dorobantilor, 2nd floor, Sector 1. CALIFORNIA FRESH FLAVORS SRL undertakes not to publicize the e-mail address of its users and not to reveal them to any third parties who/which are not among its expressly agreed upon partners unless doing so is required in order to comply with the law and / or the judicial proceedings.

CALIFORNIA FRESH FLAVORS SRL shall not be liable for any attacks carried out for theft or vandalism and which might cause the data to be disclosed or compromised.

CALIFORNIA FRESH FLAVORS SRL undertakes no liability for the cases in which the user provides their address or any personal data, on their own initiative, in a public post, on any of the pages of our site.

#### Product liabilities

CALIFORNIA FRESH FLAVORS SRL undertakes no liability and shall not be held liable for any damage arising from the products purchased on this site for purposes other than those indicated by the manufacturer.

#### Limitation of liability

CALIFORNIA FRESH FLAVORS SRL shall not be held liable for any damage, direct, indirect, incidental, special, including, without limitation, damages in the form of loss of profit, of goodwill, of opportunities to use data or other intangible or unquantifiable losses (even if CALIFORNIA FRESH FLAVORS SRL was notified priorly that such loss may occur), as may arise from:

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2. the procurement cost of the complementary goods or services, as may arise from any goods, data, information or services purchased or obtained, messages received, transactions initiated through / on the website;
3. unauthorized access to or damage to the transmissions or the data of the user;
4. statements or actions by any third party on the website services;
5. any other problem related to the website services.

If a determination is made that any material made available on this website, posted on this website by third parties or by users is infringing the copyright or any other rights, such infringement should be reported to the contact address in Bucharest, 239 Calea Dorobantilor, 2nd floor, Sector 1, or to the e-mail address [contact@taco-bell.ro](mailto:contact@taco-bell.ro).

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#### Litigations

By using, viewing or buying the products on this website, the user took note of the fact that these Terms and Conditions are subject to the Romanian laws and any dispute of any kind that may arise between the user and CALIFORNIA FRESH FLAVORS SRL. In case of any potential conflict between CALIFORNIA FRESH FLAVORS SRL and its customers, first, attempts will be made at first to solve them amicably, within at least 30 business days.

If amicable resolution is not possible, the conflict will be solved by the relevant jurisdiction, in line with the Romanian laws in force.

#### Miscellaneous

If any of the aforementioned clauses is declared null or invalid, irrespective of which clause it is, this fact shall not impair the validity of the remaining clauses. Upon accessing and interacting with this website, the customer accepts the Terms and Conditions of use without objections, which have the same force as a valid contract.

By agreeing to these Terms and Conditions, the customer undertakes all the rights and obligations arising from their interaction on the [www.taco-bell.ro](http://www.taco-bell.ro) website.